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Director

**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

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June 26, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Board of Supervisors

GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

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MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**REQUEST FOR APPROVAL OF: THE TITLE IV-E CHILD WELFARE WAIVER CAPPED
ALLOCATION DEMONSTRATION PROJECT IMPLEMENTATION PLAN;
MEMORANDUM OF UNDERSTANDING BETWEEN CALIFORNIA DEPARTMENT OF
SOCIAL SERVICES AND LOS ANGELES COUNTY; AND INTERIM ORDINANCE
AUTHORITY FOR POSITIONS TO SUPPORT IMPLEMENTATION OF THE TITLE IV-E
CHILD WELFARE WAIVER CAPPED ALLOCATION DEMONSTRATION PROJECT
(ALL SUPERVISORIAL DISTRICTS) - (4 VOTES)**

**JOINT RECOMMENDATION WITH THE CHIEF PROBATION OFFICER THAT YOUR
BOARD:**

1. Approve the attached Title IV-E Child Welfare Waiver Capped Allocation Demonstration Project (CADP) Implementation Plan (Attachment I) in accordance with the Title IV-E Waiver Demonstration Capped Allocation Project Five-Year County Plan accepted by the California Department of Social Services (CDSS) on May 18, 2007.
2. Approve and instruct the Chair to sign Attachment II, the Memorandum of Understanding (MOU) between CDSS and Los Angeles County for submission to CDSS.
3. Approve interim ordinance authority effective July 1, 2007, pursuant to County Code 6.06.020, for 27 positions, as shown in Attachment III, to support expansion and/or implementation of the CADP strategies/initiatives listed below, and authorize DCFS and Probation to fill these positions. The positions for DCFS are: Family Team Decision-Making (FTDM) – 14 positions and Family Finding and Engagement – 12 positions. The 1 position for Probation is for Expansion of Multi-Systemic Therapy (MST) and Functional Family Therapy (FFT). The cost of the additional positions in FY 2007-08 for DCFS will be \$2,022,000 and \$93,000 for Probation for a total cost of \$2,115,000 which will be financed using the funding available under the CADP.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Los Angeles County's Title IV-E Waiver CADP Five-Year County Plan, approved by your Board on April 17, 2007, was accepted by CDSS as of May 18, 2007 (see Attachment IV). Board approval of the CADP Implementation Plan will allow the County to participate in the five-year demonstration project effective July 1, 2007, permitting DCFS and Probation (the Departments) to make critical changes in the way child welfare services are provided to children and families in the County. The County will have an excellent opportunity to test the advantages of a capped allocation strategy with increased flexibility in the use of Title IV-E funds by implementing a redesign of child welfare strategies at the organization, process and service delivery levels.

Provided below is a brief description of the strategies/initiatives that will be implemented and/or expanded using the available flexible funds under the CADP:

Expansion of Family Team Decision-Making (FTDM) Conferences - DCFS will increase the number of FTDM facilitators available to allow a Permanency Planning Conference every six months for children in out-of-home care in group home placements or those whose placements have lasted longer than two years to ensure that plans for reunification, adoption or guardianship are expedited.

Upfront Assessments for Mental Health, Substance Abuse and Domestic Violence for High Risk Cases, with Expanded Family Preservation Services - Through the use of an existing County contracted Family Preservation agency, DCFS will establish an upfront assessment program in the DCFS Compton office to serve families better by obtaining an immediate and thorough assessment of their needs. This will be achieved by utilizing experts in the areas of mental health, substance abuse and domestic violence to provide comprehensive assessments and, when appropriate, connecting families to treatment and ancillary services in the community, including expanded Family Preservation services, rather than taking children into care.

Expansion of Family Finding and Engagement through Specialized Permanency Units in Three Offices - Specialized Permanency Units with reduced caseloads will be established in three DCFS offices. These units will serve the most disconnected and longest waiting youth including those with no or limited family connections, multiple recent replacements, heavy substance abuse, recent psychiatric hospitalization, and repeat runaways. Children's Social Workers (CSWs) will utilize intensive family finding and engagement strategies and collaborate with internal and external resources to forge durable, permanent connections for these youth. National experts will be contracted to provide consultation and support to the Specialized Permanency Units.

Enhanced Cross-Systems Case Assessment and Case Planning - Probation will establish a Cross-Systems Case Assessment and Case Planning Team for each of the three Juvenile Halls. Each team will be co-located in a Juvenile Hall and charged with conducting cross-systems assessments for youth with a Suitable Placement court order, developing initial treatment plans for these youth, and identifying the most appropriate placement for all youth newly detained on a Suitable Placement court order. Three Deputy Probation Officer IIs (DPO II), three Department of Mental Health (DMH) Clinical Psychologist IIs and three contracted Educational Specialists will serve on the Cross-systems Case Assessment and Case Planning

Teams. There will be three co-located teams consisting of one DMH staff and one Educational Specialist at each Probation Juvenile Hall and three Placement DPO IIs housed at Placement Headquarters. The Probation staff will compile all needed court/Probation case documentation and provide the co-located team staff case information including the Probation assessment and plan components. Additionally, they will develop the Group Home referral packet, make the Group Home referral, and compile the Group Home Agreement packet, including the team assessment and initial case/treatment plan, upon acceptance into the residential program.

Expansion of Multi-Systemic Therapy (MST) and Functional Family Therapy (FFT) -

Through the use of existing County-contracted MST and FFT providers, Probation will redirect MST and FFT services to serve Probation Placement youth residing in congregate care and will provide funds to DMH to expand existing MST and/or FFT services during FY 2007-08. The expansion of MST and FFT programs serving this initiative will provide treatment services to approximately 120 youth and families during the contract period. MST and FFT programs are evidence based and have proven outcomes that supersede current out-of-home care treatment in the following areas: reduction of mental health problems, long-term re-offending, timelines to family reunification, and reliance on out-of-home care; and an increase in educational achievement and family functioning. A Probation Group Home Liaison will work daily with the County-contracted MST/FFT providers, Placement Supervision DPOs and Group Home staff. They will be charged with ensuring needed communication regarding treatment plans for MST and FFT youth to the Group Homes. This staff will ensure that the flow of communications between Group Homes and Probation is being directed to the right staff and will work with Probation staff to ensure that Probation has a seamless feedback mechanism that supports the process of continuous improvement.

The MOU between CDSS and the County delineates the responsibilities of the State and County under the CADP. The Chair's signature on the MOU indicates the County's agreement with the requirements of the MOU.

Without approval of the recommended actions, the County will be unable to implement the strategies/initiatives identified in the CADP. This will significantly impair the Departments' ability to implement strategies/initiatives designed to meet the goals of improving safety, reducing timelines to permanency, and reducing reliance on detention.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goals 5 (Children and Families' Well-Being), 7 (Health and Mental Health) and 8 (Public Safety). These goals will be accomplished by providing more preventative services; increasing the number and array of services to allow more children to remain safely in their home; reducing the reliance on out-of-home care through the provision of intensive, focused, individualized services; reducing the number of children and their length of stay in congregate care while ensuring that individualized case planning and appropriate community alternatives are in place; and reducing the timelines to permanency.

FISCAL IMPACT/FINANCING

The cost of the recommended actions in FY 2007-08 will be approximately \$3,345,000 and will be fully financed by the federal and State funding included in the funding cap and the County match requirement.

The federal funding cap was established based on actual federal reimbursement for administrative and out-of-home care costs the County received in FFY 2002-03, 2003-04 and 2004-05 with a 2% growth factor added for each year of the Waiver. The State funding cap was established based on the actual reimbursements for out-of-home care costs in FY 2005-06 with no growth factor and the FY 2006-07 Child Welfare Services allocation with a 2% growth factor added for each year of the Waiver. The County's match requirement, or Maintenance of Effort (MOE), was established based on actual expenditures in FY 2005-06.

The current estimate of CADP funding available for reinvestment is \$21.1 million over the five-year CADP period. The Departments have agreed to limit reinvestment spending in the first year of the CADP to 20%, or \$4.2 million, of the five-year total. The Departments have also agreed to split the funding available for reinvestment with 20% going to Probation and 80% going to DCFS, which is consistent with the split of current Title IV-E reimbursement between the Departments.

DCFS cost detail is provided below:

- **Expansion of Family Team Decision-Making (FTDM) Conferences** - 14 Supervising Children's Social Workers (SCSW) - \$1,268,000 for 9 months in FY 2007-08.
- **Upfront Assessments for Mental Health, Substance Abuse and Domestic Violence for High Risk Cases, with Expanded Family Preservation Services** - \$333,000 for assessments, TDM and on-call costs, including expanded Family Preservation services.
- **Expansion of Family Finding and Engagement through Specialized Permanency Units in Three Offices** - 3 SCSWs and 9 CSWs - \$754,000 which includes 1 SCSW and 3 CSWs for 9 months in FY 2007-08, 2 SCSWs and 6 CSWs for 6 months in FY 2007-08, and \$150,000 for training and consultation costs.

Probation cost detail is provided below:

- **Enhanced Cross-systems Case Assessment and Case Planning** - The cost in FY 2007-08 is approximately \$260,000 to reimburse DMH for the cost of 3 Clinical Psychologist IIs and \$225,000 for Educational Specialist contracted services (\$75,000 for each of the 3 contracts, for 10 months of service each).
- **Expansion of Multi-Systemic Therapy (MST) and Functional Family Therapy (FFT)** - The costs in FY 2007-08 for 1 Supervising Program Analyst and increased DMH services are approximately \$93,000 and \$262,000, respectively, for a total of \$355,000.

Sufficient funding for the Departments will be included the FY 2007-08 Supplemental Budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County's CADP provides the Departments with the flexibility to use Title IV-E funds for innovative strategies to accelerate efforts to improve outcomes for children and families in Los Angeles County. The plan builds upon systems improvements already underway among County departments and community partners.

On April 17, 2007, your Board approved the County's submission of the CADP to CDSS; and on May 18, 2007, CDSS acknowledged receipt of the CADP. CDSS determined that the county level project objectives and proposed use of flexible funding support the overall goals of the waiver demonstration as reflected in the federal Waiver Terms and Conditions, and indicated that staff from their Resources Development and Training Support Bureaus would assist our staff, provide feedback, and coordinate site visits.

The County and CDSS have reached agreement on a MOU specifying the roles and responsibilities of all parties; authorizing the County to participate in the CADP; allowing the County to expend State and federal foster care funds for children and families who are not normally eligible and to allow the County to make payments for services that will be provided that are not normally covered under Title IV-E; and specifying mechanisms/procedures to be used for claiming, collecting, reporting and tracking data on children and families served using the CADP funding. The MOU with CDSS contains provisions that allow it to be modified as necessary due to changes in State or federal law that impact its provisions, that allow the County to elect to opt-out of the CADP upon 60 calendar days written notice prior to the first day of the calendar quarter in which the County intends to terminate its participation, and that requires, upon a County opting-out, a fiscal review and reconciliation by the State. As required by the MOU between the County and CDSS, the Departments are amending their existing MOU to incorporate the joint participation in the CAPD and reflect the agreements reached around reinvestment funds and claiming procedures. DCFS and Probation are ready to implement the CADP FY 2007-08 initiatives, developed in collaboration with other departments and stakeholders, to better serve the children and families of Los Angeles County.

All appointments to interim ordinance positions will be temporary pending the CAO's determination of the appropriate pay class for the functions to be performed. In the event the CAO determines lower level positions are more appropriate for the functions, the employees will be returned to the pay class they held prior to appointment to these temporary positions and new hires will be subject to release from County employment. Additionally, these positions will be budgeted as "N" items (grant funded) to ensure they are readily identifiable in the event the available funding is not sufficient to support the positions.

The Chief Administrative Office (CAO) concurs with the requested action. County Counsel has approved the MOU between CDSS and the County.

IMPACT ON CURRENT SERVICES

The Title IV-E Waiver Agreement will allow DCFS and Probation the funding flexibility to improve outcomes for children and families and reduce the rate of recidivism for abused and neglected children by a combination of caseload reduction and an increase in the amount of time caseworkers spend with each family; increase the number of children who can remain

safely in their homes; reduce reliance on out-of-home care; and reduce the number of children in congregate care.

The County proposes to develop, implement and expand a wide array of programs and services, to provide individualized services and strategies that are strength-based, family-centered, child-focused and community-based. This array of services will span the service continuum from: 1) Prevention and Early Intervention; 2) Crisis Intervention; 3) Intensive Services; and, 4) Permanency and Aftercare Services.

CONCLUSION

The Title IV-E Child Welfare Waiver Capped Allocation Demonstration Project (CADP) Implementation Plan for FY 2007-08 utilizes initiatives that build on the significant systems improvement efforts already underway among Los Angeles County departments and their community partners. DCFS and Probation are committed to working collaboratively in an effort to improve safety, security and well being for the children of Los Angeles County that are at risk, or are currently residing in out-of-home care.


It is requested that the Executive Officer/Clerk of the Board send one copy of the Adopted Board action to each of the following:


Department of Children and Family Services
Attn: Lisa Parrish, Deputy Director
425 Shatto Place, Room 600
Los Angeles, CA 90020

Probation Department
Attn: Kathy New, Probation Director
9150 E. Imperial Highway
Downey, CA 90242

Department of Children and Family Services
Attn: Claudine Crank, Deputy Director
425 Shatto Place, Suite 300
Los Angeles, CA 90020

Respectfully submitted,


PATRICIA S. PLOEHN, LCSW
DIRECTOR


ROBERT B. TAYLOR
CHIEF PROBATION OFFICER

PSP:RBT:SK
LP:KN:pws

Attachments (4)

c: Chief Administrative Officer
County Counsel
Auditor-Controller

Title IV-E Capped Allocation Demonstration Project (CADP)

**Implementation Plan
Edition 1, June 21, 2007**

**Los Angeles County
Department of Children and Family Services (DCFS)
and Probation Department**

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Section One

I. Introduction

On April 17, 2007, the Los Angeles County Board of Supervisors approved the submission of the County's Title IV-E Child Welfare Capped Allocation Demonstration Project (CADP) Five-Year Plan to the California Department of Social Services (CDSS). CDSS approved the County's CADP submission on May 18, 2007, to begin on July 1, 2007. The Department of Children and Family Services and the Probation Department (the Departments) jointly submitted the CADP, which provides flexibility in their use of Title IV-E funds to test the effect of innovative strategies to accelerate efforts to improve outcomes for children and families in Los Angeles County. These efforts will build upon system improvements already underway among the Departments and their community partners.

II. Goals

The CADP goals are as follows:

The following goals are universal to both dependent and delinquent populations as a whole:

- Provide more preventive services;
- Increase the number and array of services to allow more children to remain safely in their home;
- Reduce the reliance on out-of-home care through the provision of intensive, focused, individualized services;
- Reduce the number of children and their length of stay in congregate care while ensuring that individualized case planning and appropriate community alternatives are in place first; and,
- Reduce the timelines to permanency.

The following goal is specific to the dependent population:

- Reduce the recurrence of maltreatment through a combination of caseload reduction and an increase in the time caseworkers spend with each family.

The following goal is specific to the delinquent population:

- Reduce the recurrence of maltreatment through a combination of caseload reduction and evidence-based case management interventions.

III. Federal Waiver Outcome Measures

The following federal Waiver outcomes and corresponding measures, as reflected in the California Waiver Terms and Conditions, are the basis for our CADP goals:

Increased child safety:

- Number and proportion of children with a subsequent substantiated report of abuse/neglect within a specified time period;
- Number and proportion of children in foster care with a substantiated report of abuse or neglect while in foster care;
- Number and proportion of children that receive a face-to-face contact with a child welfare professional within a specified period following a report of abuse or neglect;
- Average number of social worker visits, as appropriate, per child in placement or with an active child welfare case; and,
- Rate of recurrence of abuse/neglect in homes where children were not removed.

Increased and more timely exits to permanency:

- Number and proportion of children that are reunified within 12 months of removal from the home;
- Number and proportion of children that are adopted within 24 months of removal from the home; and,
- Number and proportion of children who re-enter out-of-home placement.

Increased placement stability:

- For children in out-of-home placement, the average number of changes in placement setting within 12 months of removal from the home.

Increased appropriateness and decreased restrictiveness of new and existing out-of-home placements:

- Number and proportion of children placed in foster care with all or some of their siblings;
- Number and proportion of children in out-of-home placement who change placements settings, and the direction of change in the restrictiveness of the placement setting (i.e., to a less restrictive or more restrictive setting); and,

- Number and proportion of Indian Child Welfare Act (ICWA) eligible children placed in culturally appropriate foster care settings as defined by ICWA.

Improved child and family well-being:

- Children transitioning to self-sufficient adulthood such as: high school diploma, enrolled in college/higher education, completed vocational training, employed or other means of support.

To the extent available, the State's evaluation will track all of these outcome measures in relation to gender, age, race, and, as appropriate, placement type or setting.

IV. Reinvestment Strategy

Under the CADP, for a period of five years the State and Federal share of foster care funds shall be capped and made available to the County to finance structural and programmatic improvements to the child welfare and probation service delivery systems, and the Title IV-E requirement that children be at imminent risk of entering or in foster care for these funds to be used for services is waived. The federal funding cap was established based on actual federal reimbursement for administrative and out-of-home care costs the County received in FFY 02-03, 03-04 and 04-05 with a 2% growth factor added for each year of the Waiver. The State funding cap was established based on the actual reimbursements for out-of-home care costs in FY 05-06 and FY 06-07 Child Welfare Services allocation with a 2% growth factor added for each year of the Waiver. The County's Maintenance of Effort (MOE) was established based on actual expenditures in FY 05-06. There is no increase in NCC.

Because there are fewer children in foster care now than in these baseline periods, the Departments currently project that \$21,108,000 in reinvestment funds will be available under the CADP over the five-year term. The table below details these projections:

Fiscal Year	EXPENDITURE ESTIMATES				REVENUE & NET COUNTY COST AVAILABLE	AVAILABLE FLEXIBLE FUNDING
	DCFS	Probation	Foster Care Payments	Total		
2007-08	\$ 463,142,000	\$105,573,000	\$ 400,093,000	\$ 968,808,000	\$ 995,776,000	\$ 26,968,000
2008-09	\$ 496,432,000	\$113,374,000	\$ 390,461,000	\$ 1,000,267,000	\$1,006,687,000	\$ 6,420,000
2009-10	\$ 520,313,000	\$121,846,000	\$ 375,408,000	\$1,017,567,000	\$1,017,815,000	\$ 248,000
2010-11	\$ 544,361,000	\$131,049,000	\$ 357,367,000	\$1,032,777,000	\$1,029,167,000	(\$3,610,000)
2011-12	\$ 569,425,000	\$137,083,000	\$ 343,155,000	\$1,049,663,000	\$1,040,745,000	(\$8,918,000)
Total	\$2,593,673,000	\$608,925,000	\$1,866,484,000	\$5,069,082,000	\$5,090,190,000	\$ 21,108,000
Yearly Avg.	\$ 518,735,000	\$121,785,000	\$ 373,297,000	\$1,013,817,000	\$1,018,038,000	\$ 4,222,000

The Departments have agreed that it would be fiscally responsible to limit reinvestment spending for the first year of the CADP to one fifth, or 20 percent, of the \$21,108,000 in reinvestment funds currently projected over the five years. This decision was made after consultation with CDSS and the United States Department of Health and Human Services, and discussion with Waiver Demonstration Projects states and experts from around the nation. While the front loading of up to 40 percent of reinvestment funds in the first year is permissible under the Federal Terms and Conditions, other jurisdictions have reported justifiable concerns and poor experience with this spending strategy.

The Departments have agreed to split the 20 percent available in FY 07-08, which is \$4,222,000 along the current reimbursement percentages. Currently, DCFS spends approximately 80 percent of Title IV-E funds reimbursed and Probation spends approximately 20 percent. Therefore, DCFS will have \$3,378,000 in reinvestment funds available in FY 07-08 and Probation will have \$844,000 available in FY 07-08.

We expect that system reform, particularly in reducing the number of children entering foster care and accelerating the return to permanent families of those in foster care, will generate additional reinvestment savings over the five-year term, which can, in turn, be identified and reinvested in further service delivery enhancements. This reinvestment strategy is a tremendous incentive to the Departments to realign the investment of resources around the needs of children and families in the communities in which they live.

The County and CDSS have reached agreement on a Memorandum of Understanding (MOU) specifying the roles and responsibilities of all parties; authorizing the County to participate in the CADP; allowing the County to expend State and federal foster care funds for children and families who are not normally eligible and to allow the County to make payments for services that will be provided that are not normally covered under Title IV-E; and specifying mechanisms/procedures to be used for claiming, collecting, reporting and tracking data on children and families served in the CADP.

Finally, as required in the CDSS - County MOU, the Departments will have amended the existing MOU on Title IV-E Foster Care and Adoption Assistance Program by July 1, 2007 to incorporate their joint participation in the CADP and reflect the agreements reached around reinvestment funds and claiming procedures.

V. IV-E Waiver CADP Management Team

Management Team and Responsibilities

Each Department has identified key staff to be freed up from other responsibilities to either work on the Waiver full time or a significant portion of their work time. DCFS has identified Deputy Director Lisa Parrish as its Waiver Coordinator, and Probation has identified Probation Director Kathy New as its Waiver Coordinator. In addition, two administrative support staff for each Department will be dedicated to work on the Waiver

full time. DCFS will identify a Children's Services Administrator (CSA) III and CSA II. Probation would like to identify a Program Analyst and Fiscal Officer II. The Departments are looking at private funding opportunities to support these positions.

The Departments have been working closely together and meeting regularly with a County Steering Committee, which includes the CAO and the Public Consulting Group, which was brought on to advise the County on cost allocation methodologies. This Steering Committee will continue to meet monthly and focus on governance, a quarterly review of implementation status, financial projections and tracking, and outcomes.

In addition to the Steering Committee, DCFS and Probation Team members will meet at least twice monthly throughout the first year of implementation. The Waiver Team members will be responsible for planning, coordinating, monitoring and reporting on Waiver implementation and outcomes; and working with CDSS, Chief Administrative Office (CAO), other Departments, service providers, community partners and other stakeholders.

Management Data

Real time management data for tracking clients and services, outcomes, and linked expenditures is critical to the success of the flexible funds reinvestment strategy. Without accurate and timely management information, some of which is not currently available, there is the potential to misinterpret the effect of changes to the service delivery systems and to miscalculate the financial impacts. DCFS and Probation are working closely together to identify gaps in management information, including both data and reports, which must be addressed as early as feasible under the CADP.

DCFS has conducted an internal management report inventory and identified a high level team, with Probation involvement, to identify pertinent data systems and reports already available, and specific data and reports that need to be collected or created. While CWS/CMS captures much of what is needed regarding DCFS open cases and children in out-of-home care, it does not adequately include information on Probation wards or families. DCFS and Probation have begun meeting regularly to identify and problem solve around these management data needs. Technology solutions will need to be found quickly to automate cumbersome business processes, collect and share new data, and provide management reports on quantitative and qualitative data to evaluate system performance and outcomes. Funds will need to be made available to support identified technology solutions, and this may include reinvestment funds.

VI. Communication Plan and Stakeholder Input

The U.S. Department of Health and Human Services (DHHS) approved the California Waiver on March 31, 2006. In June 2006, the Departments held a kick-off event for 300 managers to provide them with the details to lead our community planning efforts. Using existing community advisory councils, DCFS held over 100 community forums

during Summer 2006. At the end of August 2006, the Departments held a summit of over 300 County Managers and community partners to develop a long list of strategies for flexible funding spending. Since then, DCFS has been prioritizing initiatives for sequencing, through regular meetings of two longstanding workgroups focused on Prevention and Family Reunification, various meetings with stakeholder groups, and focus on internal modeling of ease/speed of implementation and scope of impact.

In addition to the County Steering Committee, DCFS and Children and Families Commission co-chaired workgroups provide vehicles for stakeholder input for the continued planning around sequencing next priorities. Finally, each DCFS Regional Administrator continues to participate and share information in local Service Planning Area (SPA) councils and community forums.

The Probation Department plans to implement additional communication efforts that will include:

- Briefing Document which will be distributed to all stakeholders that outlines the Department's detail specific implementation of internal reform in response to the CADP goals.
- Focus Groups (Internal/External Stakeholders) which will be held yearly to develop partnerships and gather feedback on pre and post CADP attitudes, experiences, and beliefs.
- Surveys (Internal/External) which will be conducted to identify and monitor levels of CADP understanding and sponsorship. These findings will steer and guide future efforts to ensure a balance of CADP understanding of the projects goals, initiatives, and work expectations for all IV-E service providers and across all departmental staffing levels.

The Departments have established several coordinated communication strategies. E-mail addresses have been identified (waiverinfo@dcfs.lacounty.gov and waiverinfo@probation.lacounty.gov) for information delivery and response, and all informational documents on the CADP will contain one or both of these e-mail addresses. A Waiver announcement will be emailed as a News Blast in June to both Departments' staff and to a global list of stakeholders developed from the many meetings over the last year. Waiver e-mail News Blasts will continue to be distributed on a quarterly basis. The Departments will hold another stakeholder summit on July 27, 2007 to report on the first sequence initiatives and continue the prioritization work for future sequences. The Departments will conduct additional stakeholder summits at least once each year. The Departments' web sites will also regularly display News Blasts and accompanying video messages about Waiver implementation and will be linked with one another.

VII. Evaluation Planning

The Departments have reviewed the draft Evaluation Plan dated April 2007, submitted by Dr. Charles Ferguson, of Sonoma State University, to CDSS, and provided feedback, as requested. Dr. Jacqueline McCroskey was also provided the opportunity to review the plan and submit comments. The evaluation design proposed by Dr. Ferguson, which will look at process, outcome measures and fiscal issues, appears to meet the federal requirements for the California CADP, although it necessarily concentrates on the broadest of system measures. Under his "pre-post" evaluation design, Dr. Ferguson will make a series of eight observational visits to each Waiver county, and measure process, outcome and fiscal data over time. Dr. Ferguson understands that the Probation Department will face some barriers in providing pertinent data, and he is willing to work with them on this obstacle. His first observation of the County service delivery system will occur in early July.

In addition, the Departments have begun talks with the State Legislature and Casey Family Programs to identify other resources that could be made available to supplement the statewide Evaluation Plan, and to propose identifying other resources that could be made available for more detailed qualitative and quantitative local evaluation efforts.

VIII. Implementation Sequences

The term of the 5-year CADP begins July 1, 2007 and ends June 30, 2012, and the first implementation sequence will begin on July 1, 2007. The Departments plan to sequence priority initiatives over time, in a dynamic manner responsive to emergent trends in the service delivery system, and as reinvestment funds are available. The Departments expect to update their implementation plans every six months. This report constitutes the first Waiver CADP Implementation Plan, Edition #1, June 20, 2007. The Board of Supervisors will be provided with updates and requests for approval of Implementation Plan revisions.

The Departments identified 23 proposed initiatives as service delivery system enhancements viewed favorably under the Waiver's flexible environment in the CADP and approved by CDSS on May 18, 2007. These initiatives range from investments in redesigning the roles of County staff and the available resources and funds for direct investment in providers in communities to the resources available to families. It is unrealistic to think that all of these enhancements can be implemented at once or quickly. The Departments estimate that multiple iterative implementation sequences will be necessary over the life of the CADP, and that flexibility in determining what enhancements will be prioritized in successive sequences is critical. Defining the exact sequence of implementation for all 23 proposed system enhancements is not advisable at this early point. The Departments must concentrate on the various implementation stages for the first identified priorities and begin to measure results, and use that experience to select the priorities for future sequences. The Waiver environment is necessarily a dynamic one.

The first sequence of reinvestment will begin in FY 07-08. Next sequences of requests for the use of reinvestment funds may occur within FY 07-08. This will depend upon the Departments' demonstration of additional projected reinvestment funds over the five-year Waiver term. The Departments will carefully monitor assistance payments and administrative costs to look for opportunities for achieving the Waiver outcomes for children and families, and reducing administrative overhead to generate additional reinvestment funds. The Departments have each identified a small list of priority initiatives for the first sequence of service delivery enhancement, based on feasibility and speed of implementation, target population and, most importantly, breadth of estimated impact.

In the following sections, DCFS and Probation detail their implementation plans for their first sequence priorities and the resources associated with them.

Section Two: DCFS Title IV-E Waiver Implementation Plan

IX. DCFS Implementation Plans

First Sequence DCFS Implementation Priorities

There are 21 DCFS service delivery system initiatives described in the Title IV-E Waiver CADP plan submitted to the State. After considering the target populations, ease and speed of implementation efforts, and breadth of impact on the desired Waiver outcomes, DCFS has selected three first sequence implementation priorities for FY 07-08:

- Expansion of Family Team Decision Making (FTDM) Conferences
- Focused Family Finding and Engagement
- Up-front Assessments on High Risk Cases

In this, the first sequence of requests for resources utilizing Waiver reinvestment funds, DCFS has \$3,378,000 available annually. In the following three initiatives, DCFS plans to spend \$2,505,000 in FY 07-08. This leaves approximately \$873,000 still available during FY 07-08 for which DCFS may request Board approval to spend at a later date.

A. Expansion of Family Team Decision-Making (FTDM) Conferences

1. Priority Initiative Description

DCFS will increase the number of FTDM facilitators available to hold biannual multidisciplinary team conferences for children placed in group homes and children in out-of-home care two years or longer with no permanency resources identified. DCFS has been a best practice site for the Annie E. Casey Foundation (AECF) Family-to-Family (F2F) initiative and has been replicating the core F2F strategies in regional offices. Beginning in January 2007, DCFS was selected as one of nine Anchor Sites for the expansion and dissemination of F2F practice in California. Team Decision-Making Meetings (TDMs) were developed as a central component to child-centered, family-focused F2F practice and have proven to be a very successful, well-received practice enhancement in all offices.

Current DCFS policy directs that a TDM conference be held for any child at risk of removal, at any time a change in placement or reunification is being considered. A trained Supervising Children's Social Worker (SCSW) facilitator, who is a non-case carrying, independent and neutral party leads the TDM meetings. The facilitator's role is to create an inclusive meeting environment focused on family strengths, assure that everyone participates and is heard, and develop consensus around a Safety/Action Plan regarding the placement decision. Additionally, DCFS policy directs that at 30 days and 4 months from placement, a permanency planning conference (PPC) for

Family Reunification cases, led by a FTDM facilitator, will be held to follow up on the Safety/Action plan, update or modify the case plan and visitation plan, and prepare for the next court date.

a. Target Population and Theory of Change

The target population ultimately will be all children in foster care. In FY 07-08, PPCs will be held for children in group homes and children in foster care for two years or longer with no identified permanency resource. In May 2007, there were 1,465 children placed in group homes, and approximately 8,500 children in out-of-home care for 24 months or longer. Holding mandatory PPCs every six months for these priority target populations will ensure that the multi-disciplinary team of professionals, family members and caregivers meets regularly to focus on the urgent need of the child for permanency.

b. Cost

DCFS currently has 62 budgeted SCSW items for FTDM facilitators, based on workload projections which assume that a facilitator can hold two TDMs or PPCs per day. There are also 23 clerical items budgeted for administrative support of the SCSWs. Adding additional PPCs every six months throughout the case of these priority target populations would increase the number of SCSWs needed by 14, for a total of 76 facilitators.

Total salaries and employee benefits and services and supplies for 14 additional SCSWs would be \$1,671,313 annually. First year cost projections would assume a phase-in of hiring for these new positions, with all filled by October 1, 2007. Costs for FY 07-08 would be \$1,268,115 for the nine-month period during which all positions would be filled.

c. Timeframe

Development:	January 2007 through August 31, 2007
Initial Implementation:	October 1, 2007
Full Implementation:	Completed by June 30, 2008

d. Outcomes and Reinvestment Impact

Outcomes

The expansion of TDMs will primarily focus on impacting increased and more timely exits to permanency, although increased child safety in out-of-home care, placement stability and appropriateness, as well as decreased restrictiveness of placements are also likely to be effected.

Reinvestment Impact

DCFS will first focus the new PPCs on children in group homes, starting with:

- a. children placed at the lower RCLs 6-9;
- b. children at low performing agencies as indicated by agency 2007 Scorecards;
- c. children ages 12 and younger; and
- d. children with the longest stays in other group home placements.

After a review of these priority populations, children in out-of-home care for two years or more will have biannual permanency planning conferences. The DCFS long term foster care (LTFC) census (with a case goal of "Permanent Placement" or PP) is already targeted through the Department's Management and Appraisal Performance Plan (MAPP) goals to be reduced to 8,820 by September 2007. Through biannual PPCs, a further reduction of 5% by July 2009 is projected. This is projected to reduce the LTFC census by 444 children (net) to a year-end census of 8,376 on June 30, 2009.

2. Recruitment and Selection of Staff (Direct Services)

DCFS TDM facilitators are SCSWs who have been selected by Regional Administrators based on criteria set by the F2F Program Manager. Schedulers for the TDMs are ITCs. Once Board approval has been obtained, DCFS will post a bulletin for these new positions by July 13, 2007, and complete the hiring process and release of selected staff by October 1, 2007.

3. Pre-Service Training

In October 2007, the DCFS F2F Program Manager and the F2F CSA Is will conduct pre-service training for the new SCSW facilitators on the role of the facilitator, the purpose and process of TDMs and PPCs, facilitation skills, family engagement, and safety action planning.

4. Decision Support Data Systems

Working with the AECF California F2F technical assistants, the F2F Program Manager and staff from the Bureau of Information Services (BIS) will enhance the management reporting abilities of the TDM database by January 2008 and develop the capability to track PPCs, to ensure the ability to capture the performance measures outlined below.

5. In-Service Training, Consultation and Coaching

Throughout FY 07-08, the F2F Program Manager and the CSA Is will provide the following in-service training: bimonthly all facilitator continuous quality improvement (CQI) meetings, and periodic TDM observations on a rotation with all DCFS Regional offices, with regular feedback to senior management and individual coaching to facilitators.

6. Performance Measurement

Full implementation will be measured by performance evaluations for FTDM facilitators to include the number of TDMs and PPCs facilitated monthly, with an expectation of 40 per month per facilitator in FY 08-09.

The following performance indicators will be used to systemically determine full implementation of the expansion of TDMs:

- a. Whether a TDM is held for all families whose children are at imminent risk of placement or emergency placement, for all children for whom a placement change is considered, and for all family reunifications.
- b. Whether a PPC is held quarterly for all children in out-of-home care.
- c. High levels of parent, family, caregiver, community supporter, and placement agency attendance at PPCs

7. Facilitative Administrative Support Needed

Timely release of selected candidates from their current positions will need to be assured, and timely backfilling of positions will facilitate this. Management data systems will need enhancements. Technical assistance (TA) will be obtained from the California AECF F2F Coordinator and F2F TA consultants on quality control and improvement for PPCs.

B. Focused Family Finding and Engagement through Pilot Specialized Permanency Units at 3 Regional Offices

1. Priority Initiative Description

In August 2005, the Metro North Regional Office partnered with the California Permanency For Youth Project (CPYP) to implement strategies to achieve permanent family connections for older youth in foster care. In October 2005, a Permanency Unit was first formed to target older youth, and training was begun on a variety of related critical issues, including family search and engagement, and working with older youth to overcome challenges and barriers to forming permanent connections, particularly loss, safety, attachment, and resilience. Much has been learned from this project, and DCFS plans to expand this effort to the Lakewood and Pomona offices in FY 07-08. Each Permanency Unit will include 6 Generic Children's Social Workers (CSWs) who will carry a reduced caseload of 15 youth (pending union approval); this will include the most challenging youth in each office, categorized as high-need, who may have the following characteristics: no or limited family connections, multiple recent replacements, heavy substance abuse, recent psychiatric hospitalization, and repeat runaways.

In addition to reduced caseloads, CSWs in these units will have extensive training and utilize intensive family finding and engagement strategies. They will collaborate with secondary Permanency Coordinators and external partners, such as TDM and FGDM facilitators, P3, co-located DMH staff, Adoption staff, Emancipation/ILP Services, Runaway Outreach Unit, Wraparound Services, and Interagency Consultation Assessment Team (ICAT) and other Family Finding resources. The roles of these secondary Permanency Coordinators and external partners will be critical to these pilots' success.

a. Target Population and Theory of Change

The target population will be high-need youth with few or no family connections or permanency resources. The specialized units serving this population will have reduced caseloads of 15, internet relative search technology, extensive training on the emotional issues and needs of older youth in foster care, expert case consultation and high level support on the focus on the least connected children. With these resources, caseworkers will be able to connect or reconnect youth to siblings, parents, extended family members, and adult mentors, and restore or create permanent family connections.

b. Cost

Costs for each Permanency Unit will be incurred from the reduction in caseload, which equates to three CSW IIIs and 1 SCSW. The Metro North office pilot will be fully staffed and operational in October 2007; the two remaining pilot offices will be phased-in and expected to be operational in January 2008. The first year's projected cost for salaries and employee benefits and services and supplies for these positions is \$753,578 for FY 07-08. In addition, \$150,000 will be allocated for training and consultation.

c. Timeframe

Development:	Underway in Metro North since August 2005
Initial Implementation:	3 offices in January 2008
Full Implementation:	All offices by July 2009, after a full review of the pilots

d. Outcomes and Reinvestment Impact

Outcomes

The ultimate outcome of this work will be relational permanence for youth who would otherwise have been likely to emancipate from foster care without durable family

connections, and a reduction in the long term foster care census. The eight measurable goals of the pilots are that:

- Youth will be participants and leaders in their permanency planning;
- Youth will have increased connectiveness with siblings, parents, relatives and non-relative extended family members (NREFMs);
- Youth will be returned to the home of a parent if possible;
- Youth will be assessed and prepared for adoption if unable to return home;
- Youth will be assessed and prepared for guardianship if unable to return home or be adopted;
- Youth will be placed with relatives or NREFMs;
- Youth will reside in the lowest level of care possible (most appropriate, least restrictive); and,
- Youth who emancipate will have a least one durable connection with a committed adult.

Reinvestment Impact

It is estimated that in each pilot office 15 additional youth annually will move from a group home placement to placement with a relative, NREFM or foster home, and that another additional 15 youth annually will exit foster care to reunification, adoption or legal guardianship. This will result in a reduction in the long term foster care census.

2. Procurement Vehicle and Process (Contracted Services)

To date, three consultants have been working with the Metro North Office on specialized strategies for achieving permanency for older youth. Kevin Campbell is a national expert who trains and provides case consultation support on family finding and engagement, using Internet search technology and specific engagement and reconnection strategies. Bob Lewis is a national expert on specialized adoption and trains and provides case consultation support, with a focus on the communication skills needed to work with disconnected teens and their families on their emotional needs. Dr. Darla Henry provides training and case consultation support on a framework of tools on reconciling losses, rebuilding relationships, and supporting belonging. These three consultants will be involved with the pilot offices and the appropriate procurement vehicles will need to be in place by November 1, 2007. Additionally, expanded availability of the US Search web-based public records search technology will need to be purchased.

3. Recruitment and Selection of Staff (Direct Services)

The two new pilot offices will select staff for the specialized units and appropriate supports by November 1, 2007, using the model developed by the Metro North Office and articulated in the Metro North Permanency Project Plan. A Project Lead will need

to be identified as Manager for each office to coordinate the High-Need Youth Permanency Leadership Team and training for office staff and external partners, conduct selection of appropriate cases, and collect data on results.

4. Pre-Service Training

A clear recommendation from the work done to date by the Metro North Office is that all staff in each pilot office receive training on the importance of permanency for older youth and enhanced family finding and engagement. Staff should be identified beginning November 1, 2007, and pre-service introductory training will be conducted by the Metro North Team and the three consultants mentioned above. Additionally, expanded training on understanding and using the results of the US Search reports is needed for all staff in each office. These reports can include parents, relatives, neighbors and associates of parents, and associated addresses and phone numbers.

5. Decision Support Data Systems

Metro North has developed two logs to track the high-need youth referred and served by the specialized unit and the results associated with the family finding and reconnection efforts. These will be duplicated in the pilot offices.

6. In-Service Training, Consultation and Coaching

The DCFS training staff will continue to provide training on understanding and using the results of the US Search reports, identifying family members and their contact information. Kevin Campbell, Bob Lewis and Dr. Henry will each provide in-service training, consultation and coaching to the pilot offices, the Permanency Leadership Teams in each office and the Project Lead Managers. Kevin Campbell will conduct six all-day family finding trainings over six months in each new pilot office and provide ongoing support to Metro North. Bob Lewis will provide periodic training on communicating with youth and family members, and Dr. Henry will provide four sessions for each new pilot office on preparing youth for permanence.

7. Performance Measurement

Tracking progress and outcomes will be accomplished in the following ways. By January 2008, each pilot office will establish and maintain a Project Lead Manager, a High-Needs Youth Permanency Leadership Team, a specialized unit and identified secondary Permanency Coordinators. Each office will maintain logs to track the referrals and cases served by the specialized units, and the eight outcomes outlined above.

8. Facilitative Administrative Support Needed

DCFS has established a Family Finding Workgroup, led by Deputy Director Amaryllis Watkins and Acting Deputy Director Diane Wagner. The important lessons learned through the development work at Metro North indicates a need for consistent high level support for the very challenging work necessary to create permanent connections for older youth in foster care. Reduced caseloads and a variety of secondary support workers are essential to working with these highest-need youth. Clear advocacy of this need for reduced caseloads in labor management discussions will be necessary. Additionally, the great benefit of ongoing consultation and coaching from national experts on working with high-need youth must be recognized and supported.

C. Up-Front Assessments on High Risk Cases with Expanded Family Preservation Slots

1. Priority Initiative Description

Through the use of an existing County-contracted Family Preservation agency, shields for Families, DCFS will establish an up-front assessment program in the Compton office. The goal of the program will be to prevent unnecessary foster placement through more thorough investigation and assessment of Child Protection Hotline (Hotline) high-risk referrals of alleged child abuse and neglect (High-risk is defined here as those referrals including substance abuse, domestic violence and/or mental health involvement requiring special expertise).

a. Target Population and Theory of Change

The target population for up-front assessments will be families in the Compton office service area with high-risk referrals from the Hotline related to substance abuse, domestic violence and/or mental health involvement. Experts in the areas of substance abuse, domestic violence and/or mental health will provide immediate comprehensive assessments and connect families to treatment and ancillary services in the community. This will allow Emergency Response CSWs to make more informed case decisions, and in many cases, allow children to remain safely in their homes.

b. Cost

Family Preservation Expanded Program Costs

The decrease in the number of detentions will result in the need for increased Family Preservation service costs for children to remain safely in their homes. The projected costs for FY 07-08 are \$199,000 for a nine-month period.

Up-Front Assessment Costs

The program costs for up-front assessments conducted by Family Preservation (FP) agencies (assessments, TDM and on-call) were calculated based on consultation with Shields. Shields estimates that they service approximately 10% of all monthly referrals routed to the Compton Office; these are the high risk referrals that involve issues of parental substance abuse, mental health and/or domestic violence for which the social workers require additional expertise.

Costs for the Compton Office (October 2007 through June 2008)

Nine-month costs for expanded Family Preservation services	\$199,000
Nine-month costs for up-front assessments for 864 high risk children (Assessment, TDM participation and On-Call Availability)	<u>\$134,000</u>
	\$333,000

c. Timeframe

Development:	May 2007 through September 30, 2007
Initial Implementation:	October 2007
Full implementation	June 2008

d. Outcomes and Reinvestment Impact

Outcomes

Through this collaborative relationship and proactive approach, DCFS expects to accomplish the following outcomes:

- Increase the number of children who remain safely in their own homes (through the provision of appropriate services that reduce risk of detention);
- Increase the number of families/children with clearly identified treatment needs;
- Increase the number of families engaged in their own assessment and/or treatment;
- Reduce the timelines to reunification (through early linkage to appropriate services);
- Decrease the number of children who re-enter foster care within 12 months from reunification; and,
- Increase the number of DCFS staff with a greater understanding of mental health and co-occurring disorders.

Reinvestment Impact

The Compton Office currently assesses an average of 864 high-risk children per year. At the average departmental detention rate of 7.6%, 66 children would be detained from the 864 high-risk child referral population. It is expected that the up-front assessments

would result in a reduction in the number of these children detained to 1% (1% of the 864 high-risk children).

Throughout the implementation of up-front assessments, it is anticipated that as a result of fewer detentions, there will be an increased need for Family Preservation services (see "Costs" above). Therefore, any savings related to up-front assessments will be offset by the additional costs needed for additional Family Preservation slots. Upon completion of the pilot, a cost analysis will be performed at each office location to determine the cost savings for those children safely diverted from out-of-home care. It is anticipated that these cost savings may be substantial. With the savings earned, reinvestment can then be directed to implement front-end assessments in additional DCFS offices based on the roll-out plan.

2. Procurement Vehicle and Process (Contracted Services)

By October 2007, Shields will receive contract amendments that specify the additional requirements, as well as describe the financial compensation for this added activity.

3. Recruitment and Selection of Staff (Direct Services)

No direct services staff will need to be recruited and selected.

4. Pre-Service Training

Compton office Emergency Response CSWs will be trained jointly by the Family Preservation and POE units on the appropriate and efficient use of up-front assessments and the contracted responsibilities of the agencies.

5. Decision Support Data Systems

Full implementation will be measured utilizing data systems currently in existence through DCFS and in use by the Family Preservation agencies.

6. In-Service Training, Consultation and Coaching

Over FY 07-08, the Family Preservation and POE units will jointly provide the following in-service training: monthly continuous quality improvement (CQI) meetings with regional office management and staff (SCSWs and CSWs), with regular feedback to the pilot offices' Management team and designated Family Preservation agencies.

7. Performance Measurement

Implementation will be measured systematically by the following performance indicators:

- a. Whether up-front assessments are initiated and completed for all high-risk referrals received by the office in a timely fashion.
- b. Whether up-front assessments result in a decrease in the number of children removed from their families.
- c. Whether up-front assessments of cases with unavoidable detentions result in reduced timelines to reunification (through early linkage to appropriate services).
- d. Whether up-front assessments result in a decrease in the number of children who re-enter foster care within 12 months of reunification.

8. Facilitative Administrative Support Needed

Timely development of a contract amendment for the Family Preservation provider in Compton (Shields for Families) will need to be brought for Board approval before October 2007.

Next Sequence DCFS Implementation Priorities

DCFS has identified additional priority initiatives (listed below) for the next sequence of implementation in FY 08-09. DCFS will continue to develop plans for the next sequence over the next six months and submit an updated implementation plan for these and other identified priorities in January 2008 after analyzing outcomes related to initiatives underway:

- Expansion of Upfront Assessments on High Risk Cases, with Expanded Family Preservation Slots, to all Regional Offices
- Expansion of FTDM Quarterly Permanency Planning Conferences for all Children in Out-of-Home Care
- Expansion of Family Finding and Engagement Permanency Units to Additional Regional Offices
- Enhanced Family Visitation
- Recruitment, Development and Use of Community Based Placements
- Use of Aftercare Support Services through Alternative Residentially-Based Services Program Pilots

Section Three: Probation Title IV-E Waiver Implementation Plan

X. Probation Implementation Plans

First Sequence Probation Implementation Priorities

Probation has identified two first sequence implementation priorities for FY 07-08:

- Enhanced Cross-Systems Case Assessment and Case Planning
- Expansion of Multi-Systemic Therapy (MST) and Functional Family Therapy (FFT)

A. Enhanced Cross-Systems Case Assessment and Case Planning

1. Priority Initiative Description

Probation will enhance its placement case assessments and case planning process. Research on foster care youth illustrates a principal connection between events and outcomes. In simple terms, this connection can be expressed as follows:

- Youth in foster care often enter the system with mental health, medical, educational, and/or behavioral problems. Mental health and behavioral problems tend to create difficulties in a youth's placement, often leading to multiple placements. Multiple placements are proven to be detrimental to the youth's ability to achieve safety, well being, and permanency goals.
- Given the harm associated with multiple placements, Probation's enhanced cross-systems case assessment and planning will aid in connecting Probation youth with the most appropriate setting at the onset of their foster care experience, taking into account their mental health, educational, medical and behavioral issues.
- Cross-systems case assessments, case planning, and appropriate Placement recommendations will be provided by the Department of Mental Health (DMH), contracted Education Specialists, and Probation. Each youth entering care will receive a formal assessment resulting in an individualized case plan and placement recommendation. Three Deputy Probation Officer (DPO) IIs will be assigned to this program and will provide case screening that will include review of juvenile arrest/Probation history, case and Los Angeles Risk and Resiliency Check Up (LARRC) review. They will provide the DMH staff and Education Specialists with their findings and case plan recommendations. The DMH staff and the contracted Education Specialists will be co-located in each of Probation's three Juvenile Halls. They will provide assessments and initial case planning within three to five days after the Suitable Placement Notification is received by the Placement Services Bureau. Their assessment will include Placement service/treatment needs. The DPOs will refer the youth to the most appropriate Group Home based on the Cross-Systems Assessment. Upon notification of acceptance, the DPOs will develop the

Group Home Agreement Packet that will include the assessment and initial case plan prior to the youth's release to the Group Home. DPOs will provide Group Home Intake staff with the assessment and initial case plan at the time the Group Home Intake staff sign the required Placement acceptance paperwork.

Protocol will require teams to:

- Analyze and review specific documentation that captures educational, psychological, behavioral, and family dynamics that will drive the overall assessment;
- Develop an individualized initial case plan upon completion of the assessment. When possible, the team will include parents and relevant family members in the service and treatment planning;
- Link the level-of-care and treatment criteria to the assessment;
- Identify the most appropriate placement to best serve the needs of the youth and provide a placement recommendation;
- Furnish the out-of-home care provider with the initial case/treatment plan and assessment; and,
- Conduct and oversee coordination of placement from the Juvenile Hall setting by the Deputy Probation Officer (DPO) team member, as a final stage.

a. Target Population and Theory of Change

This initiative will target approximately 249 "new" Suitable Placement youth detained in Juvenile Hall, per month. The average monthly intake of "new" Suitable Placement cases for 2006 was 225. Additionally, in the last three years, Probation has experienced a 10.5% increase in "new" Suitable Placement Orders yearly. It is projected that during FY 07-08, Probation will realize 249 "new" Suitable Placement intakes per month.

Employment of a cross-systems case assessment and planning process will increase the likelihood of identifying best possible placements to respond to the varied needs of youth, thereby improving the chances of achieving safety, well being and permanency.

b. Cost

This initiative calls for 3 Assessment Teams, each team consisting of 1 DMH Clinical Psychologist II and 1 Education Specialist (both co-located in each of the 3 Juvenile Halls), and 3 DPOs that will be housed at the Placement Administrative Office. The 3 DPOs will not be funded by the CADP reinvestment FY 07-08 allocation. Due to

implementation and hiring timelines, these items and services will not be funded until September of 2007. Reinvestment funds will cover this initiative cost of \$485,000 (partial funding covering 10 months of program service).

c. Timeframe

Initial Implementation:	September 2007
Full Implementation Completed By:	February 2008

d. Outcomes and Reinvestment Impact

Outcomes

Enhanced Cross-Systems Case Assessment and Case Planning, at the onset, will:

- Increase appropriateness of placement decisions for all youth entering out-of-home care;
- Initiate the needed service collaboration between Probation, Group Home Provider, DMH and Education prior to the youth entering the Group Home;
- Provide an individualized initial case/treatment plan that will be effective at the onset of the youth's placement. This will reduce any delays in critical treatment provisions that often occur during the transition phase of removal from the home and placement into residential care. The treatment plan will be a starting point for the Supervision DPO, Group Home Provider, and the youth and family;
- Increase placement stability;
- Reduce the likelihood of future replacements through the securing of a treatment site that best meets the youth's needs; and,
- Fill the gap that is often experienced by both the Provider and Supervision DPO at the onset of placement episodes, as both agencies will have communicated with the Cross-Systems Assessment Team, and both agencies will enter into their supervision roles with a unified treatment plan that will be amended as the youth progresses through treatment.

In 2006, Probation replaced approximately 134 Placement youth per month due to violations and/or Placement program non-compliance. In many of these cases, treatment services focused on the symptom rather than the underlying cause due to a lack of knowledge and/or experience in a particular discipline. This resulted in failed treatment and additional harm to the youth. It is believed that if the youth receives a treatment plan that is developed in concert by the three disciplines of Mental Health, Juvenile Justice, and Education, the end product will be a treatment plan that spans the

critical emotional, psychosocial, behavioral, and educational domains of the youth. This, paired with placement decisions that identify the most appropriate care facility that has the ability to address the individual needs of the youth, will result in the best outcomes and expedite the youth's return home.

Cases will be tracked in an effort to identify whether the following program assumptions hold true: 1) appropriate placements will result in reduced timelines to permanency; and, 2) finding appropriate placements at the onset will reduce the likelihood of replacements and AWOLs and increase both safety and well being.

Reinvestment Impact

It is anticipated that this program will support reduced timelines to family reunification. This will have an impact on Probation's ability to realize reinvestments under the CADP, however, due to limited or unreliable baseline data, benchmark projections cannot be developed with any degree of certainty at this time.

The Placement Services Bureau will monitor placement data during the first year of program implementation in an attempt to identify baseline data that will allow Probation to identify and support program benchmark projections for the remainder of the CADP. Benchmark projections that Probation will focus on will include the effectiveness of treatment services provided in congregate care as evidenced by a reduction in Group Home Serious Incident Reports, reduction in the timelines for meeting treatment goals, and a reduction in average length of stays.

2. Recruitment and Selection of Staff (Direct Services)

Once Board approval has been obtained, Probation will start recruitment efforts in July 2007 to allow sufficient time to insure that the most qualified candidates can apply. Probation will work closely with the DMH and Education Systems in an effort to expedite the internal procedures needed to secure qualified staff and overall program implementation. Probation will work with all contracted agencies and Supervision DPOs to ensure that the program is carried out and treatment plans are implemented at the onset of all placements. Additionally, ongoing stakeholder engagement will occur to identify needed program enhancements and obtain feedback regarding program outcomes throughout the CADP.

3. Pre-Service Training

Probation will provide pre-service training to all internal staff prior to their reassignment in an effort to prepare them for what their job duties will entail and supply them with an overview of the challenges. Probation will provide contracted agency staff with pre-service training prior to their participation in the program. Training will include scope of work, available treatment options, and a review of overall Probation Placement adopted supervision and treatment philosophies. All program staff will be trained in the

principles of evidence based practices by Probation's contracted consultants, California Institute of Mental Health (CIMH).

4. Decision Support Data Systems

Departmental Information Services Bureau (ISB) and Placement Administrative Office staff will develop a data tracking system that will identify baseline data, which is needed to capture cost and reinvestment projections relating to this initiative. Additionally, these staff will capture the number of assessments conducted, initial case plans developed, as well as placement and replacement episodes. The data will assist in evaluating numerous Probation CADP efforts to include any deviations from benchmark projections, as well as, capture the performance measures outlined below.

5. In-Service Training, Consultation and Coaching

The Director of the Placement Administrative Office and the Director of Placement Quality Assurance will provide regular feedback to all Placement Services Bureau managers and the Title IV-E Program Coordinator.

6. Performance Measurement

Implementation will be measured by the following:

- a. 95% of detained youth with a Suitable Placement court order will be assessed within three to five days from the submission of a Suitable Placement notice to the Placement Services Bureau.
- b. 95% of detained youth with a Suitable Placement court order will have an initial case plan developed by the assessment team within three to five days from the submission of a Suitable Placement notice to the Placement Services Bureau.
- c. 100% of assessed youth will have their case plan submitted to the provider prior to or on the date of their placement.
- d. 90% adherence to program fidelity by all assessment team members.

It is anticipated that upon capturing baseline data, Probation will be able to identify a Performance Measure identifying a benchmark for the reduction of replacements.

7. Facilitative Administrative Support Needed

Management data systems will be developed. Quality Assurance (QA) and Placement Administrative Operations impacted staff will receive training on data systems. Technical assistance will be obtained from ISB and the Title IV-E management team.

B. Expansion of Multi-Systemic Therapy (MST) and Functional Family Therapy (FFT)

1. Priority Initiative Description

Probation has adopted MST and FFT as the first line treatment approach to serve youth at-risk of removal from the home and youth returning home from congregate care. MST and FFT were identified as program initiatives that have demonstrated the following positive outcomes for serious juvenile offenders: 1) reductions of 25-70% in long-term rates of re-arrest; 2) reductions of 47-64% in out-of-home placements; 3) extensive improvements in family functioning; and 4) decreased mental health problems for serious juvenile offenders. These services are delivered in the home, school, and community rather than in a clinic or residential treatment setting.

Probation's expansion of MST and FFT will be a two-tiered approach: 1) Probation will integrate current MST and FFT slots to include the Suitable Placement population; and, 2) amend current County contracts allowing for the expansion of MST/FFT program services. Tier 2 direct services resulting in contract amendments will be provided in FY 07-08.

Probation will integrate current MST and FFT slots to include the Suitable Placement population targeting approximately 30 to 45 youth per month. Youth will be identified and approved for enrollment, per the provider, prior to Probation requesting a Change of Order from the Court. These services will be recommended to the Court during the youth's Group Home Placement episode. Program services will begin once the Court grants a Change in Order from Suitable Placement to Home on Probation, as these services are based in the family home.

New FFT/MST services resulting from the amended contracts will serve approximately 120 youth and their families. Placement youth who reside in Group Homes will be referred to the appropriate treatment agency to begin the program eligibility requirements. When a youth has been accepted, the DPO of record will take the necessary court process so that family reunification and treatment services and begin.

To ensure open and continuous communication with all Group Home Providers, this initiative will staff a Probation Group Home Liaison who will be charged with working with treatment services providers, Residential-Based (Placement) DPOs, and the Group Homes to ensure that communication is being provided to the right staff and to ensure that Probation has in place a seamless feedback mechanism that supports the process of continuous improvement. Currently, there are approximately 200 Group Homes (including satellite facilities). Additionally, the Liaison will be responsible for chairing the Probation Provider Title IV-E Workgroup in an effort to identify enhanced or new treatment strategies for the youth.

a. Target Population and Theory of Change

Youth that have been determined Title IV-E eligible and are residing in congregate care.

MST and FFT promote behavioral change in the youth's home environment, using the strengths of each system (e.g., family, peers, school, neighborhood, and indigenous support network) to facilitate change. These outreach services have demonstrated significant outcomes in the areas of safety, well being, and permanency.

b. Cost

This initiative calls for 1 Supervising Program Analyst (SPA). Due to implementation and hiring timelines, this additional Probation item will not be filled until September of 2007. Reinvestment funds will cover the additional Probation item in the amount of \$93,000 (partial funding covering 10 months of program service). Reinvestment funds will cover MST and/or FFT contract expansions in the amount of \$262,000 in FY 2007-08. The total reinvestment funds to be allocated in FY 2007-08 for this initiative is \$355,000.

c. Timeframe

Initial Implementation:	July 2007
Full Implementation Completed by:	March 2008

d. Outcomes and Reinvestment Impact

Outcomes

Expansion of MST and FFT will primarily focus on impacting timelier exits to permanency, well being, and safety.

Reinvestment Impact

It is anticipated that this program will support reduced timelines to family reunification. This will have an impact on the ability to realize reinvestments under the CADP.

2. Procurement Vehicle and Process (Contracted Services)

Not applicable.

3. Recruitment and Selection of Staff (Direct Services)

Once Board approval has been obtained, Probation will start recruitment efforts in July 2007 to allow sufficient time to insure that the most qualified candidates can apply.

4. Pre-Service Training

Probation will provide pre-service training to all internal staff that are impacted by this initiative prior to implementation. The SPA will be trained in the principles of evidence based programs (MST and FFT) by Probation's contracted consultants, California Institute of Mental Health (CIMH).

5. Decision Support Data Systems

Departmental Information Services Bureau (ISB) and Placement Quality Assurance (QA) Operation staff will develop a data tracking system that will identify actual systematic enrollment recommendations to the Courts and actual enrollments realized. These data will assist in identifying any deviations from the projected benchmarks and will capture data that will assist in evaluating program performance.

6. Consultation

The Director of the Placement QA Operation will provide regular feedback to all Placement Services Bureau managers and the Title IV-E Program Coordinator.

7. Performance Measurement

To assist in both the achievements of outcomes and program evaluation, the following Performance Measures will be applied to this initiative:

- a. 60% of the Placement participants identified for monthly systematic program enrollments will receive services.
- b. 95% of eligible Placement youth identified for MST/FFT enrollment will be returned to Court with a recommendation of Home on Probation with MST/FFT services in lieu of continued out-of-home care by the DPO of Record.
- c. 95% adherence to MST/FFT program requirements that ensure program fidelity by contracted providers.
- d. 95% compliance by all contracted providers to all Performance Measures as outlined in the MST/FFT County contract.
- e. 95% satisfaction from the Provider community regarding Provider and Probation information exchange.

8. Facilitative Administrative Support Needed

Management data systems will be developed. QA impacted staff will receive training on data systems, and technical assistance will be obtained from CIMH.

Next Sequence Probation Implementation Priorities

Probation will analyze initiative outcomes prior to identifying additional efforts. Findings will dictate the need to modify, enhance, and/or terminate future efforts relating to these identified initiatives.

XI. Attachments

May 18, 2007 CDDS Approval Letter
MOU between County and CDSS

MEMORANDUM OF UNDERSTANDING

between

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

and

COUNTY OF LOS ANGELES

DEPARTMENT OF SOCIAL SERVICES

744 P Street, MS 7-747, Sacramento, California 95814



Los Angeles County, Department of Children and Family Services
425 Shatto Place
Los Angeles, CA 90020

Attention: Patricia S Ploehn

SUBJECT: AGREEMENT 07-1006

Dear Contractor:

Please complete the following checked item(s) and return to the above-stated address:

Please note in the enclosed Agreement that the General Terms and Conditions are available on the Internet site www.dss.dgs.ca.gov/standard+language and may be downloaded and printed for your files. If you do not have Internet capabilities, please call me for a hard copy of the document.

- ☐ Std. 213 with attached Exhibits. Sign both face sheets. Please use blue ink if available.
- ☐ Std. 204, Payee Data Record. No payment can be made unless this form is completed and returned.
- ☐ Voluntary Statistical Data Reporting Form. The completion of this form is strictly voluntary.
- ☐ Std. CCC, Contractor Certification Clauses. It is available on the above referenced Internet site. Please sign and return page one. Failure to do so will prohibit the State of California from doing business with your company. CDSS will be keeping the signed Std. CCC on file for three (3) years.
- ☐ Resolution from the Board of Supervisors (or appropriate governing body) authorizing the designated official to enter into and sign this Agreement.
- ☐ Certification Regarding Lobbying and/or Debarment Certification.
- ☐ Initial the marked changes on the enclosed copies. Must be initialed by an individual authorized to sign the Agreement.
- ☐ A copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California, and which also includes the State of California, its officers, agents, and employees as additionally insured.
- ☐ The enclosed Agreement is signed on behalf of CDSS and is being returned to you for further processing. When approved, send one original to the CDSS Contracts Bureau at the above address.
- ☐ The enclosed fully executed Agreement is for your records.
- ☐ The pending Agreement has been canceled. The cancellation was authorized by
- ☐ This Agreement was terminated unilaterally. Since Section allows for unilateral cancellation within days, the cancellation will take effect The cancellation was authorized by
- ☒ **Other: Memorandum of Understanding with Attachment. Sign both signature pages. Please use blue ink if possible.**

This Agreement cannot be considered binding on either party until approved by appropriate authorized State agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expedient handling of this Agreement is appreciated. *No alteration of these documents will be accepted without prior State approval.* If you need further information, please call me at (916) 653-5032.


Lena Cole, Contracts Analyst
Contracts and Financial Analysis Bureau

Enclosure(s)

RECEIVED

MAY 28 2007

DIRECTOR'S OFFICE

MEMORANDUM OF UNDERSTANDING

between

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

and

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

This Memorandum of Understanding (MOU) is entered into by and between the California Department of Social Services, hereinafter referred to as the State, and the County of Los Angeles, hereinafter referred to as the County, for the purpose of implementing the Title IV-E Child Welfare Waiver Demonstration Capped Allocation Project (Demonstration Project).

A. BACKGROUND

On March 31, 2006, the State received approval for the California Title IV-E Child Welfare Waiver Demonstration Capped Allocation Project from the federal Department of Health and Human Services (DHHS). In addition, the State will operate a State Demonstration Project pursuant to Welfare and Institutions Code, Section 18200 et. seq., for the County project. The waiver demonstration project will allow counties to provide direct services to children and families. Implementation of this flexible funding strategy will support practice, programs, and system improvements that may result in better outcomes for children and families, in-part by reducing the reliance on out-of-home placements, reducing the numbers of children placed in out-of-home placements, and shortening the time to reunification with families.

B. PURPOSE

The purpose of this Agreement is to:

1. Authorize the County, pursuant to the Title IV-E Child Welfare Waiver Demonstration Capped Allocation Project, to participate in a five-year waiver demonstration project.
2. Allow the County to expend State and federal foster care funds for children and families who are not normally eligible, and to allow the County to make payments for services under the Demonstration Project that are not normally covered under Part E of Title IV of the Social Security Act.
3. Specify the roles and responsibilities of all parties.
4. Specify the mechanisms/procedures to be used for claiming, collecting, reporting, and tracking data on children and families served in the Demonstration Project.

C. TERM

The term of this Agreement shall be from July 1, 2007 through June 30, 2012, unless an extension is granted by the federal DHHS. Such an extension will be deemed to be incorporated in this agreement unless otherwise specified by the parties in writing.

D. COUNTY RESPONSIBILITIES

The County:

1. Shall comply with all requirements pertaining to the Demonstration Project as described in the federal Waiver Terms and Conditions, which is incorporated herein by this reference and made a part hereof as set forth in full.
2. Shall amend its current MOU with Los Angeles County Probation Department to reflect the mutual participation between Child Welfare Services and Probation in the Demonstration Project.
3. Shall implement a project as specified in the County submitted and approved County Five Year Plan for the Demonstration Project, which is incorporated herein by this reference and made a part hereof as set forth in full. The project must support and/or expand practice, programs, and system improvements as identified in the County System Improvement Plan including how the proposed project strategies will impact specific targeted outcomes.
4. Shall ensure that all applicable provisions of the Social Security Act apply to all demonstration components except those provisions that are explicitly waived in the federal Terms and Conditions.
5. Shall comply with the CDSS Manual of Policy and Procedures (MPP), Division 31 Regulations, as applicable, unless specifically waived by formal order of the Director pursuant to Section 18204 of the Welfare and Institutions Code.
6. Shall comply with the Child Welfare System Improvement and Accountability Act of 2001 (Welfare and Institutions Code Section 10601.2), and any other applicable child welfare services requirement(s) as mandated by state statute or regulation(s).
7. Shall implement a project in a manner that will ensure that any services being provided to a child or family member at the time the Demonstration Project ends will be completed and/or case plans for children and their families are adjusted, if necessary, for the post-waiver period.
8. Shall ensure the rights of children and their families are protected, and the safety of children is the paramount concern of the Demonstration Project.
9. Shall ensure that Title IV-E eligibility determinations (annual or as appropriate) are made for children (as required under current AFDC-FC eligibility requirements) involved in the Demonstration Project, throughout the life of the project, to ensure that eligible children retain their Title IV-E eligibility after the Demonstration Project ends.
10. Shall determine Title IV-E eligibility for children and families using existing criteria, as specified, in the CDSS MPP, Eligibility and Assistance Standards Sections 45-200 et. seq., 45-201 et. seq., 45-202 et. seq., 45-203 et. seq., and 45-300 et. seq., unless specifically waived by formal order of the Director pursuant to Section 18204 of the Welfare and Institutions Code.
11. Agrees to develop and maintain adequate administrative support structures for implementation and ongoing maintenance of the Demonstration Project.
12. Agrees to submit progress/activity reports, and other reports, as required by the State, or as needed, and in consultation with the County.
13. Agrees to submit annual updates to the County Five Year Plan and budget.

14. Agrees to maintain all documentation necessary to support costs of service delivery, to track all expenditures in the Demonstration Project, and to report the same to the State in a manner agreed upon by the State and evaluation contractor. The evaluation contractor is hereby deemed to be an independent third-party contractor whose performance is authorized by the CDSS to provide services as prescribed herein, and in accordance with the federal Waiver Terms and Conditions.
15. Shall ensure that children who are eligible for the Medi-Cal program will retain their eligibility for a full range of Medi-Cal services under the Demonstration Project.
16. Agrees to allow the State and evaluation contractor access, in accordance with federal and State laws and policies, to confidential case records, statistics, and other confidential documents for review, as required by the State, to carry out its responsibilities for the evaluation.
17. Agrees to cooperate and participate in the State evaluation and work with the evaluation contractor.
18. Agrees to assist the evaluation contractor in establishing feasible data collection and storage strategies for data collected for the Demonstration Project pertaining to, but not limited to, costs and expenditures, services, project implementation, and outcomes.
19. Agrees to appoint a liaison who will serve as a coordinator with the evaluation contractor and assist in the gathering of data.
20. Agrees to cooperate with the evaluation contractor, in accordance with federal and State laws and policies, to ensure sufficient access to county child welfare and probation staff, personnel from collaborating organizations, and the service delivery-related data needed to support the process, outcomes, and cost study components of the Demonstration Project.
21. Agrees to meet with the State and evaluation contractor within the first three months of the project implementation date and thereafter on a quarterly basis, or as needed.
22. Agrees to provide timely feedback on draft reports prepared by the evaluation contractor.
23. Agrees to attend project meetings quarterly, semi-annually or annually, as determined by the State.

E. STATE RESPONSIBILITIES

The State:

1. Will, at the request of the County, consider a State waiver of specific statutes and regulations under the State demonstration project authority as specified in Section 18204 of the Welfare and Institutions Code. In addition, technical assistance will be provided to the County to identify opportunities within existing law and regulation that can be used to implement the County Five Year Plan and, where appropriate and feasible, pursue other waiver authority to remove barriers to implementation of the Demonstration Project.
2. Will develop, in coordination with the County, a claiming mechanism to allow the County to be reimbursed for a specified portion of evaluation activities associated with participation in the Demonstration Project to ensure that these costs are not claimed against the capped allocation.
3. Will reimburse, in accordance with current practice, claims for all eligible Demonstration Project expenditures submitted by the County.

4. Shall provide administrative and program technical assistance and oversight of county operations with respect to the Demonstration Project, as required or as needed, per Welfare and Institutions Code Section 16500 et. seq.
5. Will issue program and fiscal guidelines and procedures required to implement and oversee the Demonstration Project.
6. Will obtain an evaluation contractor; provide funding for; and oversee the evaluation of; the Demonstration Project.
7. Will coordinate and facilitate all project meetings.

F. JOINT RESPONSIBILITIES

1. Each party agrees to establish mutually satisfactory methods for the exchange of information, as may be necessary, in order that each party may perform its duties, functions, and appropriate procedures under this Agreement.
2. Each party agrees to attend quarterly, or as determined by the State, project meetings. All meetings will be arranged by the State in a mutually agreed upon location available for all parties.
3. Both parties shall comply with provisions of the Welfare and Institutions Code Section 10850 and Sections 827; 827.1, and 830 to ensure that all information concerning children and families in the Demonstration Project will be kept confidential in accordance with federal and State laws and policies. Both parties agree to institute affirmative steps, as necessary, to ensure the security of all data and information.

G. GENERAL FISCAL PROVISIONS

1. Funding for the Demonstration Project consists of a capped allocation of federal Title IV-E and State General Funds. The county share/contribution is based on expenditures for State Fiscal Year (SFY) 2005/06.
2. The maximum amount payable shall not exceed the amount allocated, as set forth in Section G, paragraph 1 above, to the County in accordance with an annual allocation letter issued by CDSS. The County shall be notified of the allocation amount prior to the implementation date of the Demonstration Project.
3. Pursuant to the federal Waiver Terms and Conditions, federal, State and county funds currently expended to support child welfare services and foster care programs must remain in the Child Welfare Services/Foster Care (CWS/FC) programs. Therefore, any savings realized as a result of the Demonstration Project must be reallocated into the provision of child welfare services. The County will be allowed to carry over their unexpended federal and State funds to the next year to be reallocated in the CWS program.

H. FEDERAL FISCAL PROVISIONS

1. Both the State and County understand that the Title IV-E is a capped allocation that is based on a combination of administrative and maintenance (assistance) expenditures. The federal base amount for the capped allocation is the average of federally eligible expenditures for federal fiscal years 2003, 2004, and 2005. Administrative costs associated with training, licensing, and the

Statewide Automated Child Welfare Information System (SACWIS) are excluded from the calculation of the base amount.

2. Evaluation costs are expenses incurred by the County that are directly related to the evaluation process. Evaluation costs are excluded from the federal allocation. These costs will be claimed to a specific program code. Instructions for claiming, including identification of the appropriate program code and sharing ratios, will be provided in a letter from the CDSS to participating counties.
3. An annual increase of two-percent (2%) shall be added to the federal base allocation in each of the five years of the Demonstration Project. A two-percent increase shall be added to federal fiscal year (FFY) 2006 base in order to calculate the Title IV-E allocation for federal fiscal year 2007. If implementation occurs during a fiscal year, the base is calculated on the pro-rata share of two-percent above the FFY 2006 amount.
4. The County may receive payments in accordance with an annual schedule of quarterly Title IV-E payments the sum of which shall not exceed the total cumulative payments under the waiver. Alternatively, the County may receive Title IV-E payments equal to up to 20-percent of the total cumulative amount per year in the initial years.
5. The Adoption Assistance Payments (AAP) to the County shall continue as a matching program up to the cost neutrality cap as provided herein. For adoption assistance, the cost neutrality cap shall be calculated as follows:
 - a. The base year amount shall be equal to the amount of Federal adoption assistance payments including non-recurring adoption expenses, adoption assistance subsidies, and administrative expenses related to adoptions or adoptions assistance paid to the County for FFY 2005.
 - b. Increase the base amount by an annual increase of 15-percent in the year immediately following the base year (i.e., FFY 2005) and in each of the five years of the Demonstration Project.
 - c. The cost neutrality threshold for the Title IV-E adoption assistance for the County shall be the cumulative five-year total of the base amount adjusted by the annual increases. Therefore, as long as the cumulative threshold is not exceeded, federal matching funds may continue to be made. Payments exceeding the annual threshold shall not be considered to exceed the cost neutrality threshold as long as the cumulative threshold has not been exceeded. The County shall be responsible for payments exceeding the cumulative five year threshold.

I. STATE FISCAL PROVISIONS

1. The State General Fund capped allocation for foster care assistance will be equal to the county expenditures from State Fiscal Year (SFY) 2005/06, with no growth rate.
2. The State General Fund capped allocation for the CWS/FC administration allocation each year equals the SFY 2006/07 county allocation with an annual two-percent (2%) increase beginning with SFY 2007/08.
3. Evaluation costs are expenses incurred by the County that are directly related to the evaluation process. Evaluation costs are tracked against the County's CWS Basic Allocation. However, there is no additional State General Fund. These costs will be claimed to a specific program

code. Instructions for claiming, including identification of the appropriate program code and sharing ratios, will be provided in a letter from the CDSS to participating counties.

4. The County will participate in the same annual closeout process for its administrative allocations as other non-waiver counties, but will include costs for IV-E eligible services associated with the Demonstration Project. Closeout costs will be based on state statutory funding ratios. Funding ratio adjustments associated with the Demonstration Project will not be considered for the purpose of closeout. The County will not be required to give up unexpended funds for distribution to other counties.
5. The County agrees that the Demonstration Project is intended to be cost-neutral to the State and agrees to hold the State harmless from any costs exceeding the State share of the agreed upon capped allocation at the end of the five year term of the project, plus any extension. If the County elects to opt out of the agreement early, the State share shall be calculated as described below in Section J.
6. The County will participate in the annual realignment process along with other non-waiver counties based on state statutory funding ratios. The new IV-E eligible services code associated with the Demonstration Project will be included in this process.
7. The State acknowledges that over the five year term of the Demonstration Project there may be federal or State policy changes that significantly affect either costs for services or revenues available for services provided under the Demonstration Project. In the event costs are affected, the State will work with the counties participating in the Demonstration Project to analyze cost impacts and will negotiate adjustments to the State capped allocation to reflect unavoidable changes in cost. In the event additional revenues are made available for the type of services provided by the counties under the Demonstration Project, the State will determine the County's share of state-wide increases and will add this amount to the County's state capped allocation.
8. Counties participating in the Demonstration Project will continue to be eligible for State General Fund allocations outside the Demonstration Project.

J. COUNTY FISCAL PROVISIONS

1. The County must maintain an annual level of funding based on county expenditures from the SFY 2005/06, therefore unexpended County General Fund is considered savings and shall be used for further provisions of child welfare services based on the approved County Five Year Plan.
2. The County will follow all current claiming and reporting requirements, unless otherwise directed.
3. The County agrees to a fiscal review and reconciliation upon termination of the Demonstration Project, either at the end of the five year term of the Demonstration Project plus any extension or earlier if the County elects to opt-out of the agreement early. The reconciliation shall determine whether the County's claims are in agreement with cumulative five year (plus extension) total of State and federal funds. If the County has terminated its participation in the Demonstration Project early, the reconciliation shall determine whether the County's total claims for the duration of its participation are in agreement with the authorized amount of the capped allocation and/or any amounts advanced. If the County terminates its participation in the Demonstration Project in a partial year, the reconciliation will include the pro-rata share of the capped allocation for that year. The County may appeal the reconciliation figure determined by the State using the procedures outlined in MPP, Section 25-250.4.

4. County expenditures made under the Demonstration Project shall conform to the federal Waiver Terms and Conditions, and any applicable federal and State laws and regulations governing the use of federal and State funds that are not specifically waived. The County shall reimburse to the State, the State and federal share of those funds that are not expended in this manner. In no event shall the State assume financial liability for an obligation to repay federal funds caused solely by the County.
5. The County may file with the State a written appeal with respect to any funds that are subject to reimbursement to the State under Section J, paragraph 4, above. The appeal procedures set forth in MPP, Section 25-250.4, shall apply.
6. This MOU shall not affect county repayment obligations that arose due to events that occurred before the start of the Demonstration Project, nor shall it affect repayment obligations associated with funds paid for costs that are excluded from the Demonstration Project, including those for training, licensing, SACWIS, and AAP.

K. OPT-OUT PROVISIONS

The County may elect to terminate their participation in the Demonstration Project subject to the following provisions:

1. The County must consult with the State prior to exercising the opt-out election to terminate their participation in the Demonstration Project and must provide written notification to the State of the County election to opt-out.
2. The State must be in receipt of the written notification of the County opt-out election 60 calendar days prior to the first day of the quarter in which the County intends to terminate its participation in the Demonstration Project.

The County:

- a. Must be able to implement the phase-down strategy, as specified in the County Five Year Plan, to ensure that case plans for children and their families are adjusted, if necessary, for the post-waiver period.
 - b. Agrees that if the County opts-out prior to the end of the Demonstration Project, the County will submit to a fiscal review and reconciliation, as set forth in Section J, paragraph 3, above by the State as a result of the opt-out election and notification.
 - c. Agrees that if the County opts-out prior to the end of the Demonstration Project, the County will reconcile with the State any Title IV-E and State General Funds due as a result of the opt-out election and notification, as set forth in Section J, paragraph 3, above.
3. The State will acknowledge in writing receipt of the County written notification of the County opt-out election. This acknowledgement will confirm the effective quarter the County will terminate participation in the Demonstration Project.

The State:

- a. Will complete a fiscal review and reconciliation of the County's expenditures and claiming as a result of the County opt-out election.
- b. Will provide written notification to the County of the fiscal review findings as a result of the County opt-out election.

- c. Will notify the County in writing if there are any Title IV-E or State General Funds due as a result of the County opt-out election.
 - d. Will provide the County with an allocation letter for the remainder of the State Fiscal Year in which the County will no longer be participating in the Demonstration Project as a result of the County opt-out election.
 - e. Will provide written instructions regarding how to claim expenditures after the County has withdrawn from the Demonstration Project as a result of the County opt-out election.
4. The State, upon receipt of the written notification of the County opt-out election, will monitor the implementation of the phase-down strategy, as specified in the County Five Year Plan, to ensure case plans for children and their families are adjusted, if necessary, for the post-waiver period.

L. GENERAL PROVISIONS

1. This Agreement is valid and enforceable only if funds are made available by the federal government for the FFY's included in the Agreement for the purpose of this Demonstration Project.
2. This Agreement may be amended by written agreement of both parties. No alteration of the terms herein shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on either party.
3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the State Legislature that may affect the provisions, terms, or funding of the Demonstration Project. This Agreement shall be modified as necessary due to changes in State or federal law that impact its provisions.
4. If any deficiencies or serious problems in implementation of this Agreement are noted by the State, or if modification is needed due to changes in State or federal law, the State will reassess the overall Demonstration Project and develop a mutually agreed-upon strategy for dealing with the Demonstration Project in this context. If such a mutually agreed-upon strategy cannot be developed, the State reserves the right, in its sole discretion, to withdraw from the waiver as the State determines. The State's withdrawal under such circumstances shall be deemed "for cause", and time spent in negotiation of a strategy shall be counted as part of the 60 calendar day notice period, as set forth in Section L, paragraph 5 below.
5. This Agreement may be terminated by the State upon 60-calendar day written notice. The State reserves the right to terminate this Agreement "for cause". "For cause" shall include, but is not limited to: 1) the State Legislature terminating the Demonstration Project during the five year period; 2) the notification of federal withdrawal from the Demonstration Project; 3) the cessation of services; 4) the services not meeting federal or State mandates; or 5) a finding that children served under the waiver are not adequately protected from abuse or neglect as a result of the implementation of the Demonstration Project.
6. The County of Los Angeles, Department of Children and Family Services, agrees to comply with the CDSS Confidentiality and Security Requirements, as described in Attachment A.

— Interim —

CALIFORNIA DEPARTMENT OF
SOCIAL SERVICES

COUNTY OF LOS ANGELES

By _____
JOHN A. WAGNER, Director
California Department of Social Services

By *[Signature]*
Chair, County Board of Supervisors

Approved as to form

By *[Signature]*
Office of the County Counsel

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By *[Signature]* Deputy



57-B

JUN 26 2007

California Department of Social Services (CDSS)
Confidentiality and Security Requirements for
Vendor

Contracts/Memoranda of Understanding (MOU)/Agreements

I. GENERAL REQUIREMENTS

These requirements provide a framework for maintaining the confidentiality and security of data compiled for the CDSS. Definitions of commonly used terms relating to confidentiality and security of data are provided.

In addition to any other contract provisions, contractors shall be responsible for maintaining the confidentiality and security of CDSS confidential and sensitive data. No exceptions from these policies shall be permitted without the explicit, prior, written approval of CDSS. All information security requirements, as stated in this attachment, shall be enforced and implemented immediately upon effective date of this Agreement, and continue throughout the term of the Agreement.

II. DEFINITIONS

For the purposes of these requirements, the stated terms are defined as noted:

Audit Trail: Systems information identifying source/location of access, date and time, user-identification, targeted service and activity performed. The audit trail shall identify all accesses to the source file, success or failure of the access, the completion status of the access (e.g., failed or successful authentication, or user terminated) and the record and field modified.

Confidential Data: Information, the disclosure of which is restricted or prohibited by any provision of law. Some examples of "confidential information" include, but are not limited to, public social services client information described in California Welfare and Institutions Code section 10850, and "personal information" about individuals as defined in California Civil Code section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Confidential data include personal identifiers.

Confidential Identifiers: Are specific personal identifiers such as name, social security number, address and date of birth.

De-identification: Removal of personal identifiers. Examples of personal identifiers include name, social security numbers, driver's license numbers, and account numbers with access codes. Personal information does not include publicly available information that is lawfully made available to the general public. (See confidential and personal information.)

Information Assets: Information assets include anything used to process or store information, including (but not limited to) records, files, networks, and databases; information technology facilities, equipment (including personal computer systems), and software (owned or leased).

Information Security Incidents: Information Security incidents include, but are not limited to, the following; any event (intentional or unintentional) that causes the loss, damage to, destruction, or unauthorized disclosure of CDSS information assets.

Risk: The likelihood or probability that a loss of information assets or breach of security will occur.

III. DATA SECURITY

A. Access to CDSS Data

1. **Request and Re-disclosure:** All contractors seeking access to confidential CDSS data files shall request access from the CDSS. The contractor shall not re-disclose or re-release CDSS confidential data.
2. **Referral for Request:** The contractor shall refer any persons not affiliated with the contractor, nor included under this contract with CDSS, to CDSS to request access to the confidential data.

B. Data Security Requirements

1. **Contractor Responsibility:** The contractor and its subcontractors, if any, are responsible for security of the CDSS confidential data.
2. **Protection of Data:** The contractors and its subcontractor, if any, shall ensure that electronic media that contains confidential or sensitive data is protected.
3. **General Requirements:** The contractor and its subcontractors, if any, shall:
 - a. Confirm the identity of any individual who has requested confidential or sensitive data.
 - b. When there is a business need to discuss confidential CDSS information within the office, discuss the information in an enclosed room, if possible.
 - c. Not allow dial-up communication or Internet access to confidential data prior to de-identification of the data. Any use of dial-up or Internet access after de-identification of the data shall include, but not be limited to the following protections; (1) auditing usage of dial-up communications and Internet access for security violations, (2) periodically changing dial-up access telephone numbers, and (3) responding to losses, misuse or improper dissemination of information. Refer to Information Security Incidents for notification required in response.
 - d. Not use or store CDSS confidential data on portable or wireless devices. For purposes of this requirement, portable devices include, without limitation, notebook computers, personal digital assistants, flash or jump drives, and wireless devices including cellular phones with data storage capability.
4. **Data Transmission**
 - a. **General Requirement:** The contractor shall ensure the confidentiality of CDSS data transmission.
 - b. **Data transferred via tape, optical media, or cartridge:** Confidential data that is transferred on cartridges, optical media or tapes shall be encrypted. The contractor shall place the transferred data in separate files with identifiers and an index on one file. On another file place the index and remaining data. These files shall be transported separately. Additionally, the tapes, optical media and cartridges shall be transferred by bonded mail service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.
 - c. **Data transferred electronically:** All File Transport Protocol (FTP) accounts that transfer confidential data with personal identifiers shall be highly restricted in

- access by the contractor. These accounts shall maintain an audit trail and are to be accessible to a limited number of contractor and/or subcontractor staff. No other accounts on contractor's computers may have access to this account. The contractor's and/or subcontractor are to maintain a current listing of the personnel who have access to the FTP account. All CDSS confidential data transferred from contractor machines shall be encrypted. The contractor may not transfer CDSS confidential data via FTP without the approval of CDSS.
- d. Data transferred via paper copy: Paper copies of confidential data shall be mailed using a secure, bonded mail service, such as Federal Express or by registered U.S. Mail (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.
- e. Data transferred via fax: CDSS confidential data may not be transmitted by fax. CDSS non-confidential information may be transmitted by fax, provided that the contractor confirms the recipient fax number before sending, takes precautions to ensure that the fax was appropriately received, maintains procedures to notify recipients if the contractor's fax number changes, and maintains fax machines in a secure area.

5. Physical Security

The contractor shall provide for the management and control of physical access to information assets (including personal computer systems and computer terminals) used in performance of this contract, the prevention, detection, and suppression of fires, and the prevention, detection, and minimization of water damage. The physical security measures taken shall include, but not be limited to:

- a. Implementing security measures to physically protect data, systems and workstations from unauthorized access and malicious activity.
- b. Logging the identity of persons having access to restricted facilities and the date and time of access.
- c. Restricting the removal of CDSS confidential data from the work location.
- d. Placement of devices used to access CDSS confidential data in areas not open to the public. For purposes of this requirement, "devices" shall include, but not be limited to, dumb terminals, personal computers and printers.

6. Storage

CDSS confidential data shall be stored in a place physically secure from access, use, modification, disclosure, or destruction by an unauthorized person. All media containing confidential information shall be stored in a secured area (a locked room or locked file cabinet). Keys to these locks shall be held by a limited number of contractor organization personnel. Confidential information in electronic format, such as magnetic tapes or discs, shall be stored and processed in such a way that an unauthorized person cannot retrieve the information by computer, remote terminal or other means.

7. Encryption

The contractor shall encrypt CDSS confidential data, whether for transmission or in storage, using non-proprietary, secure generally-available encryption software. Proprietary encryption algorithms shall not be acceptable. Passwords or biometrics templates used for user authentication shall be encrypted using data encryption standard, or better, one-way only encryption. Data encryption shall meet the National

Institute of Standards and Technology Advanced Encryption Standard. Data encryption shall equal or exceed 128-bit key encryption. A documented security plan is required for encryption key management.

8. De-Identification of Data

- a. **Assignment of Unique Identifier:** The contractor shall remove confidential identifiers from CDSS confidential data and substitute unique identifiers, within 30 days of receipt of the CDSS confidential data.
- b. **No connection before de-identification:** CDSS confidential data that includes confidential identifiers shall not be used or stored in a device connected to the Internet or to a local area network, or dial-up communication until the confidential identifiers have been removed from the data.
- c. **Return or destruction of confidential data upon de-identification:** CDSS confidential data shall be returned to CDSS upon completion of de-identification or destroyed in accordance with this Agreement, no more than 30 days after completion of de-identification.

C. Network Security Requirements

The contractor shall provide the following electronic access measures at a minimum:

1. A notification at initial login that unauthorized access is prohibited by law.
2. An audit trail.
3. A method for verification of the identity of an individual accessing the system, such as user identification, PIN, fingerprint, voiceprint, retinal print, or other appropriate verification method.
4. A limited access to data to those authorized employees of the contractor who have a functional requirement to use the data.
5. The revoking of access from a user after three unsuccessful access attempts.
6. A security manual or package, which shall adequately protect against loss or unauthorized (accidental or intentional) access, use, disclosure, modification, or destruction of data. All proposed changes to programs, network systems, connectivity and storage of CDSS data shall be provided to CDSS for review prior to implementation.
7. User access authentication shall be disabled (revoked) immediately upon termination of employment or after no more than 60 days of non-use.
8. User verification which is unique to each individual and not assigned to groups or job location. These measures shall include, but not necessarily be limited to, the development of passwords and access controls to protect the security of data from any individual who is not authorized to access the data.
9. An automated log-off or time-out from all networked systems that contain confidential CDSS information when the user leaves the work area for a ten-minute period of time.

D. Ownership and Destruction of Confidential Data

1. **Ownership and Return or Destruction:** All data used, compiled, developed, processed, stored, or created under this contract is the property of CDSS. All such data shall either be returned to CDSS in an agreed upon format within 30 days of termination of the contract or destroyed. If the data is returned, the contractor shall provide the CDSS with the media and an inventory of the data and files returned.
2. **Methods of Destruction:** The contractor shall destroy all confidential data not returned when the use authorized ends in accordance with approved methods of confidential destruction (via shredding, burning, certified or witnessed destruction, or degaussing of magnetic media). All computer sets containing individual identifiers shall be destroyed. The contractor shall use wipe software on all the hard drive surfaces of computers used to process or store CDSS confidential data when the computer is withdrawn from use in processing or storing such data. Destruction shall occur before the effective date of termination of this contract and a letter of confirmation shall be provided to CDSS detailing when, how, and what CDSS data was destroyed.

E. Contractor Staff

1. **Former Employees:** The contractor shall ensure that confidential data are not accessible to former employees of the contractor.
2. **Employee Authorization:** The contractor shall maintain a record of the access authorization for each individual employee that has access to the confidential data. The contractor's security systems administrator designated pursuant to this Agreement shall maintain an appointment/separation checklist for each employee which documents how access authorization was modified when any employee terminates employment or changes duties.

F. Information Security Incidents

1. **Notification:** The contractor shall notify the CDSS or its designated agent of any actual or attempted information security incidents, as defined above, within 24 hours of initial detection. Information security incidents shall be reported by telephone to:

Cynthia Fair
Interim Information Security Officer
Information Systems Division
California Department of Social Services
744 P Street, M.S. 17-33
Sacramento, CA 95814
(916) 651-9923

2. **Cooperation:** The contractor shall cooperate in any investigations of information security incidents.
3. **Isolation of system or device:** The system or device affected by an information security incident, and containing CDSS confidential data, shall be removed from operation immediately upon discovery of the security incident. It shall remain removed from operation until correction and mitigation measures have been applied. CDSS must be contacted prior to placing the system or device, containing CDSS confidential data, back in operation. The affected system or device, containing CDSS confidential data, shall not be returned to operation until CDSS gives its approval.

G. Confidentiality Statements

1. **Requirement:** All staff of the contractor with actual or potential access to CDSS confidential data shall read and sign a Confidentiality Agreement.
(See section IV.)
2. **Supervisory Review:** The supervisor of the employee shall review the signed Confidentiality Agreement with the employee and document this review.
3. **Submission:** The signed original Confidentiality Agreements shall be submitted to the CDSS Project representative. The contractor shall notify CDSS immediately of the appointment or separation of an employee who has been authorized access to CDSS confidential data.
4. **Annual Notification:** The contractor shall provide to CDSS, in January of each calendar year, a current list of authorized users and newly signed Confidentiality Agreements for all authorized users.

H. Security Systems Administrator Duties

1. **Designation:** The contractor shall designate a single person as the security systems administrator. The name of the individual so designated shall be supplied to CDSS.
2. **Access Control:** The security systems administrator shall have the ability to change or remove any computer access authorization of an individual having access to the system at any time.
3. **Employee Verification:** The contractor shall verify that the employee who performs the duties of the security systems administrator is a trusted person who has demonstrated in past jobs a capability to perform in this role. Additionally, these security clearance procedures shall ascertain if the employee who performs the duties of security systems administrator has any past criminal or employment background which would call into question their ability to perform this role successfully.
4. **Vulnerability Assessments and Mitigation Validation:** The security systems administrator shall assess system security vulnerabilities and validate mitigation actions performed and shall disable all applications, components and services that are not required for performance of the contract with CDSS. This assessment shall be provided in writing to the contract administrator along with a description of corrective actions.
5. **Security Patches and Upgrades:** The security systems administrator shall ensure that security patches and upgrades released by the respective manufacturers of the components of the information assets used to process CDSS confidential data are promptly applied to the components. Patches and upgrades downloaded from public networks shall be applied only if digitally signed by the source and only after the security systems analyst has reviewed the integrity of the patch or upgrade.

I. Risk Analysis/Contingency Plans

1. The contractor shall carry out a risk analysis with sufficient regularity to identify and assess vulnerabilities associated with all information assets owned, maintained, or used by the contractor that are used to process or store CDSS confidential data, and shall define a cost-effective approach to manage such risks. Specific risks that shall be addressed include, but are not limited to, those associated with accidental and deliberate acts on the part of employees and outsiders; fire, flooding, and electrical disturbances and loss of data communications capabilities. The contractor shall advise the CDSS or its designated agent of any vulnerability that may present a threat to CDSS confidential data and of the specific safeguards used for protecting the CDSS

confidential data. The contractor shall take the necessary steps to protect the CDSS confidential data.

2. Contingency plans shall be established and implemented in order to assure that operations can be back to normal in minimum time after natural or man-made disasters, unintentional accidents, or intentional acts such as sabotage. These plans shall include, but are not limited to, the regular backup of automated files and databases, secure storage, recovery, and restarting planning procedures.

J. Rules of Aggregation

1. Requirement: "Aggregated," as used in this subsection, refers to a data output report that does not allow identification of an individual. All reports developed by the contractor shall contain CDSS data only in aggregated form. Personal identifiers should be removed, geographic identifiers should be specified only in large areas, and as needed, variables should be recorded in order to protect confidentiality. No disaggregate data identifying individuals shall be released to outside parties or to the public.
2. Pre-Release Edits: The data system of the contractor shall have prerelease edits, which shall not allow the production of data cells that do not comply with the requirements of this section.
3. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be five participants for any data table released to outside parties or to the public.

K. Security Plans

1. Submission: When required, the contractor shall submit a written security plan to CDSS prior to receipt of CDSS data. The security plan shall address the methods and processes the contractor will use to meet the security and confidentiality requirements of this Agreement. CDSS will not release CDSS confidential data to the contractor before CDSS approval of the contractor's security plan.
2. Maintenance/Signature: The contractor shall maintain continuous compliance with its approved security plan. The contractor shall secure prior CDSS approval for any changes to its approved security plan. CDSS may require the contractor to amend its security plan as a condition of continued receipt or use of CDSS confidential data. The security plans shall be signed by the contractor and person(s) responsible for the contractor's system administration.

IV. CONFIDENTIALITY AGREEMENT

I (please print), _____ an employee of
(please print) _____ hereby acknowledge that the California
Department of Social Services (CDSS) public assistance records and documents are subject to strict
confidentiality requirements imposed by State and federal law including California Welfare and Institutions
Code sections 10850 California Penal Code section 11167.5, 45 Code of Federal Regulations 205.50,
and 1798.24 of the Civil Code relating to research.

I (initial) _____ acknowledge that my supervisor, or the data librarian, has reviewed with me the
appropriate provisions of both State and federal laws including the penalties for breaches of
confidentiality.

I (initial) _____ acknowledge that my supervisor or the data librarian has reviewed with me the
confidentiality and security policies of the CDSS.

I (initial) _____ acknowledge that my supervisor or the data librarian has reviewed with me the policies
of confidentiality and security of our organization.

I (initial) _____ acknowledge that unauthorized use, dissemination or distribution of CDSS confidential
information is a crime.

I (initial) _____ hereby agree that I will not use, disseminate or otherwise distribute confidential records
or said documents or information either on paper or by electronic means other than in the performance of
the specific research I am conducting.

I (initial) _____ also agree that unauthorized use, dissemination or distribution is grounds for immediate
termination of my organization's Contract/Memorandum of Understanding/Agreements with the CDSS
and may subject me to penalties both civil and criminal.

Signed

Date

<u>Department of Children and Family Services</u>	<u>Positions</u>	<u>S&EB</u>	<u>S&S</u>	<u>Total</u>
Expansion of Family Team Decision Making: 14 SCSWs	14	\$1,127,695	\$140,420	\$1,268,115
Family Finding and Engagement: 3 SCSWs and 9 CSWs	12	\$ 647,338	\$106,240	\$ 753,578
TOTAL	26			<u>\$2,021,693</u>
<u>Probation Department</u>				
Expansion of Multi-Systemic Therapy and Functional Family Therapy: 1 Supervising Program Analyst	1	\$ 93,000		\$ 93,000
TOTAL	1			<u>\$ 93,000</u>
GRAND TOTAL	27			<u>\$2,114,693</u>

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
APPROVAL OF LOS ANGELES COUNTY'S
TITLE IV-E WAIVER DEMONSTRATION CAPPED ALLOCATION PROJECT
FIVE-YEAR COUNTY PLAN

MAY 18, 2007

DEPARTMENT OF SOCIAL SERVICES

744 P Street, Sacramento, CA 95814



May 18, 2007

Ms. Patricia S. Ploehn, Director
Los Angeles County
Department of Children and Family Services
425 Shatto Place
Los Angeles, California 90020

Dear Ms. Ploehn:

The purpose of this letter is to confirm that on May 3, 2007, the California Department of Social Services (CDSS) received your Title IV-E Waiver Demonstration Capped Allocation Project (CAP) Five-year County Plan approved by the Los Angeles County Board of Supervisors on April 17, 2007.

Los Angeles County's Five-year County Plan has been internally reviewed by the program and fiscal areas within CDSS. At this time, we find that the county level project objectives and use of flexible funding supports the overall goals of the waiver demonstration as reflected in the federal Waiver Terms and Conditions.

We look forward to working further with your county on the implementation of the CAP. Staff from the Resources Development and Training Support Bureau will be in contact with your staff to provide feedback on your Five-year County Plan, coordinate site visits, and to be of assistance.

If you have any questions or concerns regarding this letter, please contact me at (916) 657-2598, or you may contact Susan Nisenbaum, Chief of the Child Protection and Family Support Branch or Linne Stout, Chief of the Resources Development and Training Support Bureau at (916) 651-6600.

Sincerely,

A handwritten signature in black ink, appearing to read "Cliff Allenby".

CLIFF ALLENBY
Interim Director

c: Robert Taylor, Chief Probation Officer
LACPD